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2 UNITED STATES DISTRICT COURT  
3 DISTRICT OF NEVADA  
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5 STEVE SEGAL, NICK HAMMER, ROBIN  
6 HOUGDAHL, TODD TERRY, AND  
7 BRADLEY CLASEN On Behalf Of Themselves  
And All Others Similarly Situated

8  
9 Plaintiff(s),

10  
11 -against-  
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13 HOWARD LEDERER AND CHRISTOPHER  
14 FERGUSON  
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16 Defendant(s).  
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Case No.: 12-cv-00601 -APG-GWF

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20 ORDER FOR FINAL APPROVAL  
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20 Plaintiffs, on their own behalf and on behalf of all similarly situated parties, submitted to the  
21 Court a Motion for Final Approval of the Class Action Settlement ("Motion") seeking final approval  
22 of the Settlement and Agreement, dated December 22, 2015 and the Exhibits attached thereto,  
23 entered into by and between Plaintiffs and Defendants Christopher Ferguson and Howard Lederer  
24 (collectively, "Defendants").

25 By Order dated November 23, 2015, I preliminarily approved the Settlement and Agreement  
26 and conditionally certified the Settlement Class for settlement purposes only.  
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1 Plaintiffs, on their own behalf and on behalf of all similarly situated parties, further submitted  
2 to the Court a Motion for an award of attorneys' fees and litigation expenses, as well as Service  
3 Awards to the Plaintiffs as Class Representatives, dated December 22, 2015.

4 I have considered all papers filed and proceedings had herein. Good cause appearing,

5  
6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

7 This Judgment incorporates by reference the definitions in the Agreement, and all terms used  
8 herein shall have the same meanings as set forth in the Agreement.

9 I have jurisdiction over the subject matter of the Action, Plaintiffs, the Settlement Class  
10 Members, and Defendants.

11 Pursuant to Federal Rule of Civil Procedure 23(e), and Due Process, I hereby finally approve  
12 the Agreement and find that the Settlement consideration is fair and that said Settlement is, in all  
13 respects, fair and reasonable and adequate to the Settlement Class.

14 I hereby award Plaintiffs with the requested and agreed to attorneys' fees of \$260,000. I also  
15 award each named Plaintiff \$500.00 to be paid out of the attorneys' fee award. I find that all such  
16 amounts are fair and reasonable and are hereby approved. These amounts shall be paid by  
17 Defendants in accordance with the provisions of the Agreement.

18 I hereby dismiss with prejudice and without costs (except as otherwise provided in the  
19 Agreement) this Action against Defendants.

20 I find that the Settlement is fair, reasonable and adequate and in the best interests of the  
21 Plaintiffs and all the Settlement Class Members, and I finally approve the Settlement in all respects.  
22 The Parties are hereby directed to perform its terms.

23 Plaintiffs and each member of the Settlement Class, their respective heirs, executors,  
24 administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest,  
25 assigns, and all persons acting for or on their behalf in their capacity as such, will be deemed to have  
26 fully released and forever discharged and their past, future and present parents, subsidiaries,  
27 affiliates, predecessors, successors, and assigns, and each of their past and present officers, directors,  
28 employees, agents, representatives, attorneys, heirs, administrators, executors, predecessors,

1 successors and assigns from any claim, cross-claim, liability, right, demand, suit, matter, obligation,  
2 damage, restitution, disgorgement, loss or cost, attorney's fee or expense, action or cause of action,  
3 of every kind and description that the Releasing Party had or has, including assigned claims, whether  
4 in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims  
5 asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or  
6 unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been  
7 or in the future might reasonably be asserted by the Releasing Party in this Action and all Formerly  
8 Related Actions or in any action or proceeding in any other court or forum, regardless of legal theory  
9 or the law under which such action may be brought, and regardless of the type or amount of relief or  
10 damages claimed, against any of the Released Parties arising out of or relating in any way to the  
11 allegations described in the Action or Formerly Related Action, including without limitation all  
12 claims alleging conversion (or other forms of misappropriation), breaches of fiduciary duties.

13 Without limiting the foregoing, the Released Claims specifically extend to claims that  
14 Settlement Class Members do not know or suspect to exist in their favor at the time that the  
15 Settlement and the releases contained therein become effective. The Parties hereby waive and  
16 relinquish, to the fullest extent permitted by law, the rights and benefits of any statute which might  
17 otherwise render unenforceable a release contained in the Agreement. The Parties are mindful that  
18 certain members of the Settlement Class may reside in or be subject to the laws of California. Each  
19 class member subject to jurisdiction of this Court hereby specifically waives and relinquishes, to the  
20 fullest extent permitted by law, the rights and benefits of Section 1542 of the California Civil Code,  
21 which provides as follows:

22 A general release does not extend to claims which the creditor does not  
23 know or suspect to exist in his favor at the time of executing the  
24 release, which if known by him must have materially affected his  
25 settlement with the debtor.

26 Plaintiffs and each Settlement Class Member understand and acknowledge the significance of these  
27 waivers of California Civil Code Section 1542 and/or of any other applicable law relating to  
28 limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and each



1 Settlement Class Member become bound that they are aware that they may hereafter discover facts  
2 in addition to, or different from, those facts which they now know or believe to be true with respect  
3 to the subject matter of the Settlement, but that it is their intention to release fully, finally and forever  
4 all Released Claims, and in furtherance of such intention, the release of the Released Claims will be  
5 and remains in effect notwithstanding the discovery or existence of any such additional or different  
6 facts.


7 I find that the compliance with the notice requirements of the Class Action Fairness Act  
8 constitutes adequate notice to fulfill due process requirements.

9 All Released Claims, as described in this Judgment or in the Agreement, currently being  
10 asserted by or on behalf of any Settlement Class Member in any forum are hereby permanently  
11 enjoined, except as may be necessary to implement the Settlement or comply with the terms of the  
12 Agreement. Neither Plaintiffs nor any Settlement Class Member, either directly, representatively or  
13 in any other capacity, nor any person or entity allegedly acting on behalf of Settlement Class  
14 Members, shall commence or prosecute against Defendants, or against any of the other Released  
15 Parties, any action or proceeding in any court or tribunal asserting any of the Released Claims as  
16 described in the Agreement. This injunction is necessary to protect and effectuate the Settlement,  
17 this Final Judgment and Order of Dismissal, and the Court's flexibility and authority to effectuate  
18 this settlement, and is ordered in aid of the Court's jurisdiction and to protect its judgments.

19 Without affecting the finality of this Judgment in any way, this Court will retain jurisdiction  
20 of all matters relating to the modification, interpretation, administration, implementation,  
21 effectuation and enforcement of this Judgment, the Agreement and the Settlement.

22 IT IS SO ORDERED.

23 Dated: January <sup>6</sup>~~5~~, 2016.

  
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Hon. Andrew P. Gordon  
United States District Judge